



MEMORANDUM

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TOWN AND CITY CLERK
BRISTOL, CT

DATE: June 6, 2022

TO: Mayor Jeffrey Caggiano
Board of Public Works

FROM: Raymond A. Rogozinski, P.E., Director of Public Works

RE: **EMERGENCY WATERSHED PROTECTION
FLOODPLAIN EASEMENT (EWPP – FPE) GRANT**

The Department of Public Works Engineering Division has been working with the Natural Resource Conservation Service (NRCS) since Hurricane Ida on August 31, 2021 to develop and implement projects to mitigate future storm damage. Based on an inspection of various impacted site, the NRCS identified the property at 396 Jerome Ave as a candidate for an Emergency Watershed Protection Floodplain Easement Grant.

The basis of the grant consist of purchasing a floodplain easement over the entire 396 Jerome Ave property. Through the grant the property owner will be provided with 100% of the assessed value of the property as determined the on the day prior to the storm. The project will include the removal of the house and all improvements along with construction of flood mitigation measures. Once the flood easement is acquired the City is required to purchase the property as open space. Since the property is subject to the restrictions of the floodplain easement the property title is estimated to cost approximately \$1,000. Property owner compensation for the property is provided through acquisition of the easement not the transfer of title.

The NRCS and DPW have been working with the property owner and it is DPW understanding that the property owner supports the grant. Certainly, if the grant proceeds and as information is developed the continued support of the property owner is required and the City has been advised by NRCS that the property does not have to proceed if they are unsatisfied with the property value as determined by the appraisal.

Additional details of the program are in the attached summary.

As part of the grant requirements, the Mayor is required to sign real estate, grant and regulatory related documents. Therefore, the Department of Public Works requests that the following City Council action:

**After review by Corps Counsel, Mayor Authorization to sign any and all documents
associated with and required by the United States Department of Agriculture Natural**

**Resource Conservation Service Emergency Watershed Protection – Floodplain Easement
(EWPP-FPE) for 396 Jerome Avenue.**

Please feel free to contact the Public Works Department for additional information at 860-584-6111.



MEMORANDUM

TO: Raymond A Rogozinski, P.E., Public Works Director

CC: Nancy Levesque, P.E., City Engineer

RE: United States Department of Agriculture Natural Resource Conservation Service
Emergency Watershed Protection – Floodplain Easement (EWPP – FPE)
396 Jerome Avenue, Bristol, CT

Date: May 10, 2022

From: Carol Noble P.E., Environmental Engineer

This Memorandum is prepared to address consideration for participation in the Emergency Watershed Protection Program – Floodplain Easement (EWPP-FPE) for the property at 396 Jerome Avenue. The program purpose is to purchase floodplain easements on eligible lands and restore floodplain functions and values to natural conditions.

After damages due to Hurricane Ida (August 31 – September 1, 2021) and the declaration of State Civil Preparedness Emergency, the property owner at 396 Jerome Avenue expressed interest in the EWPP-FPE program. The property was evaluated by the Natural Resource Conservation Service (NRCS) as eligible for the program, which provides for land title to be purchased by the federal grant program to reduce long-term federal disaster relief, as well as local emergency services' needs; safeguard lives and property, and restore floodplain functions.

Summary of the program allows for:

- Property owner receives compensation for the property through the program payment process. This is voluntary and the property owner is not obligated to participate. The land title is purchased from the landowner as part of an easement acquisition transaction.
- NRCS provides all funding for the easement acquisition services (title search, title commitment, All Appropriate Inquiry/EDR, boundary survey, appraisal services, title recordation final title policy and attorney fee)
- The City is responsible to serve as first point of contact with the property owner and manage the real estate acquisition services per the Statement of Work (draft attached).

The acquisition services (estimated budget \$19,500 per Statement of Work) are reimbursable.

- The landowner accepts and executes an "Agreement for the Purchase of Conservation Easement" and the property closes with the NRCS purchase of the easement and structure.
- The dwelling demolition and restoration work is conducted under a separate government contract (NRCS will provide 100% of the restoration and enhancement costs).
- The City's only non-reimbursable payment is the fee simple payment (estimate of \$500 - \$1,000) for the residual property transferred to the City, subject to the NRCS easement with long-term maintenance responsibility by the City
- A small federal payment (\$1,950) is made to the City for acquisition of services from qualified vendors to cover application assistance, local coordination and administrative efforts.

Milestones, Tasks and Deliverables are summarized in the Statement of Work. Generally, the grant program is completed within two years.

The following documents are being prepared for review or are attached in draft format:

Requirement	Form Number	Notes
1-Active SAM registration		Available upon request
2-Statement of Work		Please review attached and provide any input by 5-20-2022.
3-Application for Federal Assistance	SF-424	Pending for review and comment
4-Budget Information	SF-424 A	Pending for review and comment
5-Budget Narrative		Pending for review and comment
6-Certification Regarding Lobbying		Available Upon request (Requires Mayor Signature)

I will be happy to set up a coordination call with NRCS representatives to address any questions or comments about the program/submittal materials.

STATEMENT OF WORK

**By and Between the
UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE
And the
CITY OF BRISTOL, CONNECTICUT**

This Agreement is entered into by and between the United States Department of Agriculture, Natural Resources Conservation Service, hereafter referred to as "NRCS"; and City of Bristol, Connecticut, hereafter referred to as the Recipient.

PURPOSE

As a result of Hurricane Ida, occurring between August 31-September 1, 2021, areas throughout Connecticut suffered substantial flood damage and were declared a State Civil Preparedness Emergency by Governor Ned Lamont. Many areas in CT experienced substantial flooding, but areas in the central and coastal areas were hardest hit with homes suffering considerable damage. One particular property in Bristol at 396 Jerome Avenue was especially hit hard with the first floor taking on flood waters and putting the residents in extreme danger.

The purpose of the EWPP-FPE program is to purchase floodplain easements on eligible lands and restore the floodplain functions and values to natural conditions to the greatest extent practical. Floodplain easements will restore, protect, maintain, and enhance the functions of the floodplain; conserve natural values including fish and wildlife habitat; improve water quality, increase floodwater retention and groundwater recharge; contribute to open space; reduce long-term federal disaster assistance as well as local emergency services' needs; and safeguard lives and property from floods, drought, and the products of erosion.

The floodplain easement program provides an opportunity for landowners to recover from a catastrophic flood event. Easements provide long-term economic, social, and environmental benefits to landowners and the public.

This Agreement provides funding and technical assistance to implement the Emergency Watershed Protection Program-Floodplain Easements (EWPP-FPE) in the City of Bristol for the above-named residence. This effort will include securing the title on the eligible property at 396 Jerome Avenue and restoring the parcel through the removal of residential structures and restoration/conversion of the parcel into a permanent conservation floodplain easement.

BUDGET NARRATIVE

The official budget (including cost category itemization as identified on the SF-424C) described in this Budget Narrative will be considered the "the total budget as last approved by the Federal awarding agency" for this award.

Total Estimated Budget-**\$22,550.00**

NRCS- \$19,500.00

Recipient- \$1950.00

1. Professional Services \$19,500
 - a. Boundary Survey: \$2500
 - b. Appraisal: \$3000
 - c. All Appropriate Inquiry/Environmental Database Report Report/update: \$2000
 - d. Title Search: \$500
 - e. Easement Closing and final title policy: \$3000
 - f. Haz-mat inventory: \$3,500
 - g. Haz-mat removal: \$5,000
2. Purchase remaining land title from landowner: \$1100.00
3. Technical Services by Recipient \$1,950.00
Technical services provided by recipient include but are not limited to: follow appropriate solicitation practices, complete acquisition of services of closing agent, complete acquisition of appraisal, solicit and procure all appropriate inquiry, solicit and procure Haz-Mat Building Materials Assessment, contract for services, provide for collection facilities and disposal of household waste.
4. NRCS will provide FA for actual costs as reimbursement to the Recipient for approved deliverables for professional services outlined above, subject to above limits. If costs are reduced, reimbursement will be reduced accordingly.
5. NRCS will provide TA reimbursement to the Recipient for technical and administrative costs directly charged to the project, subject to the above limits. If costs are reduced, reimbursement will be reduced accordingly. These costs include:
 - a. contract administration costs include, but not limited to, soliciting, evaluating, awarding and administering contracts for services, including project management, verifying invoices and record keeping

RESPONSIBILITIES OF THE PARTIES

A. The RECIPIENT will –

1. Serve as first point of contact with the individual landowner applicants.
2. Provide application coordination and assist with acquisition services for deed closing for enrolled parcel for the purchase of the EWPP-FPE shown below:
 - Robert Artibani, 396 Jerome Avenue--**\$19,500** (acquisition services, landowner to be paid easement purchase price directly)
3. Assigned qualified staff to: follow appropriate solicitation practices per city regulations that will result in competitive bidding for the selection of qualified vendors, while being compliant with NRCS Scope of Work and/or Specifications provided.
4. Assign qualified staff to secure the services of a closing agent who will be responsible for performing a Title Search and providing a Title Commitment, as well as closing activities through Title Recordation and generation of a Final Title Policy.
5. Assign qualified staff to complete acquisition of Appraisal in accordance with USPAP guidelines and NRCS Specifications and Scope of Work for Appraisals of Real Property for the Emergency Watershed Protection Program Floodplain Easements

(EWPP-FPE), attached.

6. Solicit (via competitive bidding) and procure an A-2 boundary survey from a qualified firm (see Survey Specifications for definitions of qualifications) for the above listed property in accordance with NRCS Land Survey Specifications, attached. This activity to commence only after an "Agreement for the Purchase of Conservation Easement, LTP-80" has been accepted and executed by the Landowner and NRCS authorized officials and funds have been obligated to the landowner agreement.
7. Solicit and procure an All Appropriate Inquiry (Environmental Database Records Report) for property listed above.
8. Once property closes, Solicit and Procure a Haz-Mat Building Materials Assessment for residential subject parcel in accordance with the attached Scope of Work: *Completion of Hazardous Building Materials Assessment*. When lead is noted as being present in the Haz-Mat Building Materials Assessment, procure a Lead Characterization Study to quantify lead abatement measures needed.
9. Contract for services, award and administer any contracts for the completion of the work for the project specified in this agreement in accordance with the Code of Federal Regulations (CFR), 2 CFR § 200.317 through 200.326, applicable state requirements, and the Recipient's procurement regulations, as appropriate. See General Terms and Conditions attached to this agreement for a link to the CFR. In accordance with 2 CFR § 200.326 contracts must contain the applicable provisions described in Appendix II to Part 200. The Davis-Bacon Act would not apply under this Federal program legislation.
10. The contracts for services described in this Agreement shall not be awarded to the Recipient or to any firm in which any Recipient official or any member of such official's immediate family has direct or indirect interest in the pecuniary profits or contracts of such firms. Reference 2 CFR § 200.318 regarding standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award, and administration of contracts.
11. Purchase the land title from the landowner as part of the easement acquisition transaction. This will occur immediately after the NRCS easement is obtained from the landowner, but not later than the date of the easement closing. The value of the land title, after NRCS purchases the easement and structures (home, barns, garage, etc.) is the "residual value" and will be determined by an independent appraisal as mentioned above.
12. Provide for collection facilities and disposal of any household waste such as paint, oil, tires, and appliances, to be disposed from property purchased.
13. The cost for demolition of dwellings and restoration of the easement areas are covered under a separate government contract.
14. Ensure the information in the System for Award Management (SAM) is current and accurate until the final financial report (SF 425) under this award or final payment is received, whichever is later.
15. Take reasonable and necessary actions to dispose of all contractual and administrative issues arising out of the contract awarded under this agreement. This includes, but is not limited to disputes, claims, protests of award, source evaluation, and litigation that may result from the project. Such actions will be at the expense of the Recipient, including any legal expenses. The Recipient will advise, consult with, and obtain prior written concurrence of NRCS on any litigation matters in which NRCS could have a financial

interest.

16. Recipient must indemnify and hold NRCS harmless to the extent permitted by State law for any costs, damages, claims, liabilities, and judgments arising from past, present, and future acts or omissions of the Recipient in connection with its acquisition and management of the EWPP-FPE pursuant to this project agreement. Further, the Recipient agrees that NRCS will have no responsibility for acts and omissions of the Recipient, its agents, successors, assigns, employees, contractors, or lessees in connection with the acquisition and management of the EWPP-FPE pursuant to this project agreement that result in violation of any laws and regulations that are now or that may in the future become applicable.
17. Comply with the terms and conditions of this agreement and the attached general terms and conditions except those that are not applicable to State and local governments.
18. Accept all financial and other responsibility for excess costs resulting from their failure to obtain, or their delay in obtaining, adequate land and water rights, permits and licenses needed for the Project.
19. Account for and report FA and TA expenditures separately in order for expenses to be eligible for reimbursement. NRCS funding for this project is provided to the Recipient in two separate NRCS funding accounts, one for TA and one for FA, requiring this separation.
20. Ensure that any special requirements for compliance with environmental and/or cultural resource laws are incorporated into the project.
21. The Recipient, if applicable, must secure at its own expense all Federal, State, and local permits and licenses necessary for completion of the work described in this agreement as well as any necessary natural resource rights and provide copies of all permits and licenses obtained to NRCS.
22. Will arrange and pay for any necessary location, removal, or relocation of utilities. EWPP-FPE regulations prohibit NRCS from reimbursing the Recipient or otherwise paying for any such costs; nor do the costs qualify as a Recipient cost-share contribution.
23. Submit performance reports on an annual basis to ezFedGrants or to the Farm Production and Conservation (FPAC) Grants and Agreements Division staff via email to: FPAC.BC.GAD@usda.gov. Reports are due 30 calendar days after the reporting period and are based on the agreement period of performance start date.
24. Submit SF-425 Financial Reports on a quarterly basis to ezFedGrants or to the Farm Production and Conservation (FPAC) Grants and Agreements Division via email to: FPAC.BC.GAD@usda.gov. Please note that financial reporting is based on the calendar year.
25. Submit payment requests to ezFedGrants or to the Farm Production and Conservation (FPAC) Grants and Agreements Division via email to: FPAC.BC.GAD@usda.gov on a monthly or quarterly basis. Refer to the General Terms and Conditions for more information regarding payment requests.
26. The Recipient (including subRecipient) is responsible for compliance with the prohibition on certain telecommunications and video surveillance services or equipment identified in 2 CFR 200.216. See Public Law 115-232, Section 889 for additional information. In accordance with 2 CFR 200.216, the Recipient (including subRecipient)

is prohibited from obligating or expending loan or grant funds for covered telecommunications equipment or services to:

- a. procure or obtain, extend or renew a contract to procure or obtain;
- b. enter into a contract (or extend or renew a contract) to procure; or
- c. obtain the equipment, services or systems.

27. In accordance with 2 CFR 200.340, the Recipient understands this agreement may be terminated in whole or in part as follows:

- a. By the Federal awarding agency or pass-through entity, if a Recipient fails to comply with the terms and conditions of a Federal award; By the Federal awarding agency or pass-through entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;
- b. By the Federal awarding agency or pass-through entity with the consent of the Recipient, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated; or
- c. By the Recipient upon sending to the Federal awarding agency or pass-through entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal awarding agency or pass-through entity determines in the case of partial termination that the reduced or modified portion of the Federal award or subaward will not accomplish the purposes for which the Federal award was made, the Federal awarding agency or pass-through entity may terminate the Federal award in its entirety.

B. NRCS will –

- 1. Reimburse the Recipient up to \$1,950 for funds expended for the acquisition of services from qualified vendors to cover application assistance and local coordination and administrative efforts for easement acquisition services.
- 2. Provide all funding for the easement acquisition services (title search and title commitment; All Appropriate Inquiry/EDR and any needed updates or authorized further investigations; boundary survey; appraisal services and appraisal technical review services; title recordation, final title policy and attorney fee) necessary to acquire and record the easement interest.
- 3. Provide all funds necessary to secure an easement interest, in the name of The United States Government, including the rights to remove all site improvements on the land; and provide the necessary funding to restore the floodplain of the easement interest, to the fullest extent possible.
- 4. Provide the necessary technical guidance and oversight to enable the recipient to carry out its responsibilities under this agreement.
- 5. Accomplish tasks identified as NRCS' role as indicated in *Milestones, Tasks, and Deliverables*.
- 6. Make payment to the Recipient covering NRCS's share of the cost upon receipt and

approval of form SF-270 and supporting documentation. In the event there are questions regarding the SF-270 and supporting documentation, NRCS will contact the Recipient in a timely manner to resolve concerns.

7. Once the project is completed and all the requests for reimbursement have been submitted, any excess funding remaining in the agreement will be de-obligated.
8. Any funds not obligated by the Recipient during the funding period will revert to NRCS upon the expiration or termination of this funding.

RESOURCES REQUIRED

As stated in this agreement.

MILESTONES, TASKS, AND DELIVERABLES

1. Procure services necessary for the acquisition of land rights and to secure an easement interest in the name of the United States Government for projects approved by NRCS for EWPP-FPE fund consideration. These services will include: property appraisals, boundary surveys, title work activities associated with deed closings (including title search, title commitment, final title policy and closing services through recordation, etc.), and All Appropriate Inquiry (Environmental Database Review report).
 - a. Complete title search for listed property, including preliminary title insurance binder (title commitment).
 - b. Complete All Appropriate Inquiry/Environmental Database report (AAI/EDR) for listed property
 - c. Hire one appraiser to complete one (1) appraisal for each of the selected properties. Appraisal shall be based on retroactive valuations, one day prior to the storm event (August 30th, 2021) and its subsequent damages. Appraisal shall follow Appraisal Specifications attached to this Statement of Work.
 - i. Recipient/Appraiser is responsible for informing the property owner(s) when the appraisers will be on site and shall allow the owners to be present during walk-throughs.
 - d. Complete A-2 Boundary Survey in accordance with attached Boundary Survey Specifications for listed properties.
 - e. Provide updated Title Commitment Services (incorporating new A-2 Boundary Legal Description and Access) prior to closing.
 - i. Provide Closing Protection Letter or other equivalent prior to closing
 - ii. Establish Escrow account for funds transfer and provide NRCS with account information on required forms prior to closing.
 - f. Execute closing, Title Recordation and provide Final Title Policies as instructed in Preliminary Title Opinion and Closing Instructions provided by NRCS and the Office of General Counsel (OGC).
2. Recipient will obtain fee simple titles for the listed properties with an easement interest in the name of the US government
3. Recipient will complete Haz-Mat Inventory Report for each property in accordance with attached Scope of Work: Completion of Hazardous Building Materials Assessment
4. Complete Lead Characterization for any properties where lead was identified in

Haz-Mat Building Materials Assessment report.

City of Bristol
Geographic Information System (GIS)



Date Printed: 5/11/2022

